

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
TTY Users-Dial 711  
<http://www.mt.gov/doa/gsd>

**T.C. #: SPB08-1467P**  
**Title: LABORATORY SUPPLIES AND CHEMICALS**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	September 1, 2007	CONTRACT STATUS	NEW (XX)
	TO	August 31, 2009		RENEW ( )
VENDOR ADDRESS	See Remarks Below		ORDER ADDRESS	See Remarks Below

PRICES: As Quoted – See Attached

DELIVERY: 7 Calendar Days After Order Placement

F.O.B.: Destination

TERMS: Net 30 Days

REMARKS: Comade, Inc. 17915 Sky Park Circle # B Irvine CA 92614 Brad Drage Phone: (888) 923-9922 Fax: (949) 474-0161	VWR International 3745 Bayshore Blvd Brisbane CA 94005 Terri Kollman Phone: (800) 932-5000
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IFB/RFP No.: IFB SPB08-1467P

PENNY MOON, CONTRACTS OFFICER

DATE:

**AUTHORIZED SIGNATURE**

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 11/06

## SECTION 1: GENERAL REQUIREMENTS

### **1.0 INTRODUCTION**

The STATE OF MONTANA, Department of Administration State Procurement Bureau (hereinafter referred to as "the State") is establishing a multiple supplier statewide term contract for laboratory supplies and chemicals.

The intent of this contract is to provide state agencies with an expedited means of procuring laboratory chemicals and supplies. This contract is considered to be a "non-exclusive" use contract and State agencies are not obligated to secure the specified products from the contract holder(s). The State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract. This multiple supplier statewide TC establishes maximum pricing. Suppliers are allowed to offer discounted pricing upon approval from the SPB.

### **1.1 CONTRACT TERM**

The contract term is for a period of two years beginning September 1, 2007 and ending August 31, 2009. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

### **1.2 PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

### **1.3 NONEXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Nonexclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

### **1.4 COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

### **1.5 TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, the name of the agency purchasing the item, and listing of State site visits including dates and attendees. The first report for this term contract will be due July 18, 2008.

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Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

### **1.6 MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **1.7 CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

### **1.8 CONTRACT TERMINATION**

**1.8.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**1.8.2 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason (18-4-313, MCA).

**1.8.3 Sufficient Stock Inventory.** Contractor will provide sufficient inventory of stock to supply the needs of the State agencies. Continuing backorders of normal stock items will be considered cause for contract termination.

### **1.9 SUPPORT**

Contractor(s) shall competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein. This will include, at a minimum, to designate a contract liaison with the authority to legally commit Contractor's firm. All communications given or received from the liaison shall be binding on the Contractor.

In addition, the Contractor shall provide reliable technical assistance related to any products to clarify specifications, safety, toxicity, operation and maintenance of equipment and supplies. This service must be made available during normal working hours as established by the ordering agency.

The contract liaison can also designate one additional sales representative who will coordinate all orders and deliveries for the State of Montana and any cooperative purchasers.

### **1.10 SHELF LIFE GUARANTEE**

Any products offered with an applicable shelf life must be date stamped. Dated products must have average or normal shelf-life expectancy for a minimum period of one year.

### **1.11 EDUCATION**

Education relating to new products, techniques, equipment, methodology, safety and trade shows is required for the entirety of this contract and any extensions. The Contractor(s) must have available a knowledgeable person(s) to provide answers to technical product questions, new product availability, testing requirements, product and chemical compatibility, etc.

The Contractor(s) will be required to provide at least one annual vendor show and training program in at least two convenient locations within the State. These informational gatherings must include new product information, safety requirements, changes in industry standards and any other pertinent educational factors needed to keep the agencies up to date. At these programs, the Contractor(s) must have manufacturer's representative's participation to show and discuss their respective products. This program will be coordinated with the agencies involved in utilizing this contract and the SPB. The annual program will be provided at no cost to the State of Montana. The State will work with the successful Contractor(s) to make sure that one spring and one fall show will be provided. Dates and locations will be negotiated.

The Contractor will be required to establish scheduled visits to each facility. Within the first 90 days of contract award, the Contractor must set up a schedule with each facility in order to meet the agency needs. Most facilities will require quarterly visits however necessity shall dictate the schedule. All facilities must be visited at least once per year. No exceptions allowed. Pre-scheduled visits must be arranged at least 48 hours in advance for the agencies to prepare for the meeting. The Contractor(s) must be available to service all accounts on an "as needed" basis.

The Contractor will supply the State Procurement Bureau with a detailed listing of scheduled visits on an annual basis. This report will be submitted with the annual term contract usage report and detail date and time of visit and who was in attendance at the meeting(s).

### SECTION 2: ORDER AND DELIVERY REQUIREMENTS

#### **2.0 ORDERING**

Agencies shall place all orders for products through internal agency guidelines and may issue agency purchase orders as confirmation. In an effort to expedite the ordering process and inventory control, suppliers must offer "on-line" ordering processes. All "on-line" ordering processes shall be at the expense of the contract holder(s). It is incumbent upon the selected Contractor(s) and the individual agencies to educate each other as to the process that must be followed by the authorized agency personnel. Contractor will be required to establish accounts for each individual agency accessing this contract.

#### **2.1 BILLING AND PAYMENT**

Separate accounting/invoicing will be maintained for each ordering agency. Invoices will describe items ordered, with the net price and extension (if necessary) included. The State will maintain the standard Net 30 upon receipt of product.

#### **2.2 DELIVERY REQUIREMENTS**

##### **2.2.1 Delivery.**

Packaging: Unless otherwise specified, shipments are to be packaged in cartons meeting federal specifications and if required, shipped on non-returnable pallets.

Time: Delivery must be made during normal working hours and within time frames proposed by individual state agencies. The State reserves the right to refuse shipment when delivered after normal working hours of individual agencies and so instruct carrier(s) to deliver accordingly. Deliveries will be made no later than seven calendar days after the order is placed. The Contractor(s) must indicate at the time orders are placed if an item is not available for immediate delivery or within the seven day time frame. It will be the responsibility of the Contractor(s) to contact the State agency for delivery instructions or cancellation if the items will not be delivered within this time frame. Orders not delivered within this time frame, and not brought to the attention of the purchaser, will automatically be cancelled. Repeated late deliveries may be cause for contract termination.

Location: All deliveries are to be made to the applicable delivery location, or as indicated in the purchase order instructions. The Contractor(s) shall take necessary actions to safeguard items during inclement weather. Damage claims and/or mis-shipped items will be the responsibility of the Contractor. Damaged and/or mis-shipped supplies must be replaced by the Contractor at no cost to the State within seven days of notification.

Return Goods Policy: The Contractor must provide State agencies with a return goods policy including authorization procedures to return unopened containers, damaged goods, unauthorized substitutions, etc. Authorized return of goods will not be subject to any re-stocking fee.

Substitutions: The Contractor will not make substitutions for items ordered without documented authorization of the ordering agency. Substitutions are required to meet State specifications established by the individual agencies. Substitutions received that do not meet specifications or exceed the desired specifications will be returned at the Contractor's expense. It will be the responsibility of the Contractor to prove equal quality or proper substitutions for any products offered other than what is specified. To do this, the Contractor must furnish detailed specifications and a sample of the product for evaluation if requested by the ordering agency.

**2.2.2 Shipping.** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the locations shown below. The term "F.O.B. destination, within the State's premises," as used in this clause,



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means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified by the ordering agency;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified by the ordering agency;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

The minimum freight prepaid order for shipment to agencies throughout the State of Montana will be \$50. Orders of \$50 or more will be shipped F.O.B. destination and no additional freight charges will be allowed. The minimum order requirement includes backorders shipped at a later time.

Contractor(s) who break up orders due to backorder issues and assess freight charges will have the contract terminated and could be suspended from conducting business with any State of Montana agency by the SPB.

Orders of less than \$50.00 will be shipped via the best and least expensive way, within the allotted delivery time frame. Actual shipping charges are to be added to the invoice as a separate line item. No additional charges for packaging, drayage, handling or any other purposes will be allowed. Prepaid transportation charges will be documented, invoiced, and payable by the purchaser whenever non-surface premium shipping is requested. The State of Montana reserves the right to refuse any C.O.D. shipments.

RUSH or EMERGENCY: If the purchaser requests an order to be RUSH or EMERGENCY, the prepaid transportation charges will be documented, invoiced and payable by the purchaser.

**2.2.3 Delivery Locations.** The following is a listing of anticipated agencies that will utilize the contract. The State of Montana reserves the right and option to add or delete agencies participating in the agreement by revising the list of agencies and notifying the contract holder(s).

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| a. Department of Agriculture<br>Laboratory Bureau<br>McCall Hall, MSU-Bozeman<br>Bozeman MT 59717                            | e. Fish, Wildlife and Parks<br>PO Box 2163<br>Great Falls MT 59404   |
| b. Chemistry Station Analytical Laboratory<br>Agriculture Experiment Station<br>McCall Hall, MSU-Bozeman<br>Bozeman MT 59717 | f. Department of Justice<br>Forensic Science Division<br>State Crime Lab<br>Missoula MT 59801                |
| c. Chemistry Stores<br>c/o Chemistry and Biochemistry<br>MSU-Bozeman<br>Room 2 Gaines Hall<br>Bozeman, MT 59717-3400         | g. Department of Transportation<br>Purchasing Services Bureau<br>2701 Prospect Ave.<br>Helena MT 59620       |
| d. University of Montana<br>Chemistry Stores<br>Chem-Pharm Building<br>Missoula MT 59812                                     | h. Department of Public Health<br>and Human Services<br>Purchasing Unit<br>111 N. Sanders<br>Helena MT 59620 |

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| i. | Montana Developmental Center<br>Purchasing Department<br>PO Box 87<br>Boulder MT 59632                        | u.  | Department of Livestock<br>301 N Roberts<br>Helena MT 59620  |
| j. | Montana State Hospital<br>Receiving Warehouse<br>Warm Springs MT 59756  | v.  | MSU-Bozeman Microbiology Department<br>Room 109, Lewis Hall<br>Bozeman MT 59717-3520   |
| k. | Montana Tech<br>Purchasing and Lab Departments<br>Butte MT 59701  | w.  | U of M Biological Station<br>311 Bio Station Lane<br>Polson, MT 59860  |
| l. | MSU Nursing<br>C/O MSU-Billings<br>PO Box 574<br>Billings MT 59101  | x.  | MSU-Bozeman Animal and Range Science<br>Department<br>Room 119, Linfield Hall<br>Bozeman MT 59717-2900                         |
| m. | Montana State University-Billings<br>Purchasing Department<br>1500 N 30 <sup>th</sup> ST<br>Billings MT 59101 | y.  | Department of Agriculture<br>Grain Laboratory<br>PO Box 1397<br>Great Falls MT 59403   |
| n. | MSU Chemistry Department<br>Room 108, Gaines Hall<br>Bozeman MT 59717   | z.  | Department of Transportation<br>Materials Bureau<br>2701 Prospect Ave.<br>Helena MT 59620                                      |
| o. | MSU-Bozeman Department of Biology<br>Room 310, Lewis Hall<br>Bozeman MT 59717-3460                            | aa. | MSU-Bozeman<br>Veterinary Molecular Biology Lab<br>Room 2, Marsh Lab<br>Bozeman, MT 59717-3610                                 |
| p. | MSU-Bozeman Plant Science<br>Department<br>Room 119 AgBiosciences Bldg.<br>Bozeman MT 59717-3140              | bb. | MSU-Bozeman Nursing<br>c/o College of Technology-Great Falls<br>2100 16 <sup>th</sup> Ave. South<br>Great Falls, MT 59406-6010 |
| q. | MSU-Bozeman Potato Lab<br>Room 223, PGC<br>Bozeman MT 59717-2060  | cc. | College of Nursing<br>MSU-Bozeman<br>Room 115 Sherrick Hall<br>Bozeman, MT 59717-3560  |
| r. | MSU-Bozeman Purchasing Department<br>Room 14, Montana Hall<br>Bozeman MT 59717-2600                           | dd. | MSU-Bozeman Nursing<br>c/o University of Montana<br>32 Campus Dr.<br>Missoula, MT 59812-8538                                   |
| s. | MSU-Bozeman Student Health Services<br>Room 121, SHC<br>Bozeman MT 59717-3260                                 | ee. | MSU-Bozeman Agricultural Experiment<br>Station<br>Room 216 Linfield Hall<br>Bozeman, MT 59717-2870                             |
| t. | Montana State University-Northern<br>Business Office<br>Havre MT 59501  |     |  |

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| ff. MSU-Bozeman Land Resources and<br>Environmental Sciences<br>Room 334 Leon Johnson Hall<br>Bozeman, MT 59717-3120 | jj. Department of Transportation<br>Materials Lab<br>104 18 <sup>th</sup> Ave NE<br>Great Falls MT 59403-1359 |
| gg. MSU Great Falls College of Technology<br>2100 16 <sup>th</sup> Avenue South<br>Great Falls, MT 59405-4909        | kk. Department of Transportation<br>Materials Lab<br>503 N River<br>Glendive MT 59330-0890                    |
| hh. Department of Transportation<br>Materials Lab<br>2100 W Broadway<br>Missoula MT 59801                            | ll. Department of Transportation<br>Materials Lab<br>424 Morey<br>Billings MT 59104-0437                      |
| ii. Department of Transportation<br>Materials Lab<br>3751 Wynne<br>Butte MT 59702-3068                               | mm. Department of Transportation<br>Materials Lab<br>907 N Rouse<br>Bozeman MT 59771-1110                     |

### **2.3 IDENTIFICATION / INVOICING**

Invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written documents affecting this contract must be identified by the applicable purchase order number/term contract number. All invoices must be priced according to the applicable price list for the document date the order is placed. Packing lists must be enclosed with each shipment indicating the following information:

- a. Term Contract Number
- b. Purchase Order Number
- c. Item Catalog Number
- d. Item Description
- e. Quantity
- f. Net Price

All invoices must reference the information stated above. The Contractor(s) must have the capability of providing the agencies with the manufacturer's list price and the net price for each item. This information may be furnished by any of the following:

- a. On the packing list
- b. On the invoice
- c. At the time of electronic order entry
- d. At the time of telephone order entry

INVOICES WILL NOT BE PROCESSED FOR PAYMENT NOR WILL THE PERIOD OF CASH DISCOUNT COMMENCE UNTIL RECEIPT OF A PROPERLY COMPLETED INVOICE AND UNTIL ALL INVOICED ITEMS ARE RECEIVED. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply.

**SECTION 3: PRICING**

**3.0 PRICES**

**3.0.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

**3.0.2 Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

**3.0.3 Price Adjustments Negotiated Based on Changes in Contractor's Costs.** Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

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### ATTACHMENT A – LABORATORY SUPPLIES CONTACT INFORMATION

1. Prompt Payment Discount: \_\_\_\_% \_\_\_\_\_days (not < 20 days)

2. Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will your company accept collect telephone calls?" Yes or No

Orders to be sent to: Comade, Inc.  
17915 Sky Park Circle # B  
Irvine CA 92614

Telephone Numbers: 888-923-9922  
949-474-0160  
Fax 949-474-0161

Payments to be sent to: Comade, Inc.  
PO Box 894397  
Los Angeles CA 90189-4397

Telephone Numbers: 888-923-9922 / 949-474-0160  
Fax 949-474-0161

3. Servicing: Indicate below the names and addresses of the designated Contractor's representative, inside sales representative, outside sales representative and specific territories covered. Contractor must provide immediate attention to problem areas as they arise regardless of location.

Contractor's Representative: Brad Drage  
(Include Name, Address 17915 Sky Park Circle # B  
and telephone numbers) Irvine CA 92614  
949-474-0160 x 719

Inside Representative: Jeff Hebenstreit  
(Include Name, Address 17915 Sky Park Circle # B  
and telephone numbers) Irvine CA 92614  
949-474-0160 x 708

Outside Representative: Brad Drage  
(Include Name, Address 17915 Sky Park Circle # B  
and telephone numbers) Irvine CA 92614  
888-923-9922 x 719

## LABORATORY SUPPLIES AND CHEMICALS

### ATTACHMENT B –CHEMICAL SUPPLIES CONTACT INFORMATION

1. Prompt Payment Discount: \_\_\_\_% \_\_\_\_\_days (not < 20 days)

3. Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will your company accept collect telephone calls?" Yes or No

Orders to be sent to: Comade, Inc.  
17915 Sky Park Circle # B  
Irvine CA 92614

Telephone Numbers: 888-923-9922  
949-474-0160  
Fax 949-474-0161

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and telephone numbers) Irvine CA 92614  
949-474-0160 x 719

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and telephone numbers) Irvine CA 92614  
949-474-0160 x 708

Outside Representative: Brad Drage  
(Include Name, Address 17915 Sky Park Circle # B  
and telephone numbers) Irvine CA 92614  
888-923-9922 x 719

## LABORATORY SUPPLIES AND CHEMICALS

### ATTACHMENT A – LABORATORY SUPPLIES CONTACT INFORMATION

1. Prompt Payment Discount: \_\_\_\_% \_\_\_\_days (not < 20 days)

4. Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will your company accept collect telephone calls?" Yes or No

Orders to be sent to: VWR International  
3745 Bayshore Blvd.  
Brisbane CA 94005

Telephone Numbers: 800-932-5000

Payments to be sent to: VWR International  
PO Box 640169  
Pittsburgh PA 15264-0169

Telephone Numbers: 800-275-1727

3. Servicing: Indicate below the names and addresses of the designated Contractor's representative, inside sales representative, outside sales representative and specific territories covered. Contractor must provide immediate attention to problem areas as they arise regardless of location.

Contractor's Representative: N/A  
(Include Name, Address  
and telephone numbers) \_\_\_\_\_

Inside Representative: All inside sales can help you.  
(Include Name, Address  
and telephone numbers) Located throughout U.S.A.  
Call 1-800-932-5000

Outside Representative: Terri Kollman  
(Include Name, Address  
and telephone numbers) 5310 Kollmans Way  
Florence MT 59833  
1-800-932-5000 x 5593

## LABORATORY SUPPLIES AND CHEMICALS

### ATTACHMENT B –CHEMICAL SUPPLIES CONTACT INFORMATION

1. Prompt Payment Discount: \_\_\_\_% \_\_\_\_days (not < 20 days)

5. Addresses:

\*Toll Free number must be provided or you must circle the yes or no with regards to: "Will your company accept collect telephone calls?" Yes or No

Orders to be sent to: VWR International  
3745 Bayshore Blvd.  
Brisbane CA 94005

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Contractor's Representative: N/A  
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Florence MT 59833  
1-800-932-5000 x 5593



## LABORATORY SUPPLIES AND CHEMICALS

### ATTACHMENT C – LABORATORY SUPPLIES CATEGORY DISCOUNTS

(Categories 1 through 4 **do not** include private label products)

CATEGORY	UNIT	DISCOUNT
1. Corning, Kimble or equal - reusable plastic		
<b>COMADE INC.</b>		
Brands _____	Product Codes <u>ALL</u>	Discount <u>12%</u>
<b>VWR International</b>		
Brands <u>Nalgene Inc.</u>	Product Codes <u>79</u>	Discount <u>36%</u>
2. Corning, Kimble or equal - disposable plastic		
<b>COMADE INC.</b>		
Brands _____	Product Codes <u>ALL</u>	Discount <u>12%</u>
<b>VWR International</b>		
Brands <u>Nalgene Inc.</u>	Product Codes <u>67</u>	Discount <u>15-46%</u>
3. Corning, Kimble or equal- reusable glassware		
<b>COMADE INC.</b>		
Brands _____	Product Codes <u>ALL</u>	Discount <u>12%</u>
<b>VWR International</b>		
Brands <u>Kimble</u>	Product Codes <u>76</u>	Discount <u>26%</u>
4. Corning, Kimble or equal- disposable glassware		
<b>COMADE INC.</b>		
Brands _____	Product Codes <u>ALL</u>	Discount <u>12%</u>
<b>VWR International</b>		
Brands <u>Kimble</u>	Product Codes <u>78</u>	Discount <u>27%</u>
5. Private Label - reusable plastic		
<b>COMADE INC.</b>	Product Codes <u>ALL</u>	Discount <u>12%</u>
<b>VWR International</b>	Product Codes <u>62</u>	Discount <u>53%</u>
6. Private Label - disposable plastic		
<b>COMADE INC.</b>	Product Codes <u>ALL</u>	Discount <u>12%</u>
<b>VWR International</b>	Product Codes <u>12</u>	Discount <u>59%</u>

## LABORATORY SUPPLIES AND CHEMICALS

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7. Private Label - reusable plastic

**COMADE INC.** Product Codes ALL Discount 12%

**VWR International** Product Codes 61 Discount 40-53%

8. Private Label - disposable glassware

**COMADE INC.** Product Codes ALL Discount 12%

**VWR International** Product Codes 11 Discount 50%

9. Bel – Art Plastic

**COMADE INC.** Product Codes ALL Discount 12%

**VWR International** Product Codes 79 Discount 27%

10. Falcon Plastics

**COMADE INC.**  
Brands \_\_\_\_\_ Product Codes ALL Discount 12%

**VWR International**  
Brands BD Product Codes 71 Discount 24%

11. Nalgene

**COMADE INC.** Product Codes ALL Discount 12%

**VWR International** Product Codes 79 Discount 36-50%

12. Lab Wear – disposable (i.e.: coats, masks, gloves etc.)

**COMADE INC.**  
Brands \_\_\_\_\_ Product Codes ALL Discount 12%

**VWR International**  
Brands \_\_\_\_\_ Product Codes Q2, 17, 25, Z2 Discount 36-50%

13. Lab Wear – reusable (i.e.: coats, masks, gloves etc.)

**COMADE INC.**  
Brands \_\_\_\_\_ Product Codes ALL Discount 12%

**VWR International**  
Brands \_\_\_\_\_ Product Codes Q2, 17, 25, Z2 Discount 36-50%

14. Filter Paper (Whatman, S&S or equal)

## Whatman

Discount 12%

S&S

Discount	12%
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Equal (Specify Brand)

Brand ALL

Discount	12%
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## Whatman

Discount 35%

S&S (Owned by Whatman)

Discount	-- %
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Equal (Specify Brand)

Brand VWR Private Label

Discount	50%
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15. Chromatography Supplies (Including TLC plates, HPLC columns, Auto sampler vials, etc.)

## Brands

Product Codes ALL

Discount 12%

Brands Whatman, AgilantProduct Codes 43, 26Discount 16-36%

National Scientific

16. Miscellaneous laboratory supplies and equipment including any other items listed in the Contractor's catalog. The Bidder may attach additional sheets if necessary.

## PRODUCTS/MANUFACTURER

## PRODUCT CODES

DISCOUNT

## LABORATORY SUPPLIES AND CHEMICALS

### ATTACHMENT D – LABORATORY CHEMICALS CATEGORY DISCOUNTS

CATEGORY	UNIT	DISCOUNT
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1. Inorganic Chemicals – JT Baker, EM Science, Fisher or equal

**COMADE INC.**

Brands _____	Product Codes _____	
Smallest Size Available _____	Each _____ 12%	Case _____ 12%
PT (500 ml)	Each _____ 12%	Case _____ 12%
LB (500 gm)	Each _____ 12%	Case _____ 12%
5 LB (2.5 Kg)	Each _____ 12%	Case _____ 12%
5 GAL or Larger	Each _____ 12%	Case _____ 12%

**VWR International**

Brands <u>JT Baker, EMD, BDH</u>	Product Codes <u>64, 46</u>	
Smallest Size Available <u>500 ml</u>	Each _____ 27-55%	Case <u>27-55%</u>
PT (500 ml)	Each _____ 27-55%	Case <u>27-55%</u>
LB (500 gm)	Each _____ 27-55%	Case <u>27-55%</u>
5 LB (2.5 Kg)	Each _____ 27-55%	Case <u>27-55%</u>
5 GAL or Larger	Each _____ 27-55%	Case <u>27-55%</u>

2. Organic Chemicals – JT Baker, EM Science, Fisher or equal

**COMADE INC.**

Brands _____	Product Codes _____	
Smallest Size Available _____	Each _____ 12%	Case _____ 12%
PT (500 ml)	Each _____ 12%	Case _____ 12%
5 LB (2.5 Kg)	Each _____ 12%	Case _____ 12%
5 GAL or Larger	Each _____ 12%	Case _____ 12%

**VWR International**

Brands <u>JT Baker, EMD, BDH</u>	Product Codes <u>64, 46</u>	
Smallest Size Available <u>500 ml</u>	Each _____ 27-55%	Case <u>27-55%</u>
PT (500 ml)	Each _____ 27-55%	Case <u>27-55%</u>
5 LB (2.5 Kg)	Each _____ 27-55%	Case <u>27-55%</u>
5 GAL or Larger	Each _____ 27-55%	Case <u>27-55%</u>

3. Mineral Acid and Ammonium Hydroxide – JT Baker or equal (Private Label **not** included)

**COMADE INC.**

Brands _____	Product Codes _____	
500 ml	Each _____ 12%	Case _____ 12%
2.5 Liter	Each _____ 12%	Case _____ 12%
6 x 2.5 Liter	Each _____ 12%	Case _____ 12%

**VWR International**

Brands <u>JT Baker, EMD</u>	Product Codes <u>7, 98</u>	
500 ml	Each _____ 27-30%	Case <u>27-30%</u>
2.5 Liter	Each _____ 27-30%	Case <u>27-30%</u>
6 x 2.5 Liter	Each _____ n/a%	Case <u>27-30%</u>

## LABORATORY SUPPLIES AND CHEMICALS

### 4. Private Label

#### COMADE INC.

Brands _____	Product Codes _____	
Smallest Size Available _____	Each _____ 12%	Case _____ 12%
PT (500 ml)	Each _____ 12%	Case _____ 12%
LB (500 gm)	Each _____ 12%	Case _____ 12%
5 LB (2.5 Kg)	Each _____ 12%	Case _____ 12%
5 GAL or Larger	Each _____ 12%	Case _____ 12%

#### VWR International

Brands <u>BDH</u>	Product Codes <u>BH</u>	
Smallest Size Available <u>500 ml</u>	Each _____ 0%	Case _____ 0%
PT (500 ml)	Each _____ 0%	Case _____ 0%
LB (500 gm)	Each _____ n/a%	Case _____ n/a%
5 LB (2.5 Kg)	Each _____ n/a%	Case _____ n/a%
5 GAL or Larger	Each _____ 0%	Case _____ 0%

### 5. Diagnostics and Microbiological Media – BBL or equal

#### COMADE INC.

Brands _____	Product Codes _____
Sizes _____	Each _____ 12%

#### VWR International

Brands <u>BBL</u>	Product Codes <u>70</u>
Sizes: <u>Various</u>	Each _____ 24%

### 6. Diagnostics and Microbiological Media – Difco or equal

#### COMADE INC.

Brands _____	Product Codes _____
Sizes _____	Each _____ 12%

#### VWR International

Brands <u>Difco</u>	Product Codes <u>70</u>
Sizes: <u>Various</u>	Each _____ 24%

### 7. Chromatography Chemicals (florisil, alumina, silica etc.)

#### COMADE INC.

Brands _____	Product Codes _____
Sizes _____	Each _____ 12%

#### VWR International

Brands <u>JT Baker, EMD</u>	Product Codes <u>92</u>
Sizes: <u>Various</u>	Each _____ 27%

### 8. Miscellaneous laboratory chemicals including HPLC, Pesticide, Atomic Absorption, GC Electron Capture Detector Grade, Etc. (Special Analytical Grade)

<u>PRODUCTS/MANUFACTURER</u>	<u>PRODUCT CODES</u>	<u>DISCOUNT</u>
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